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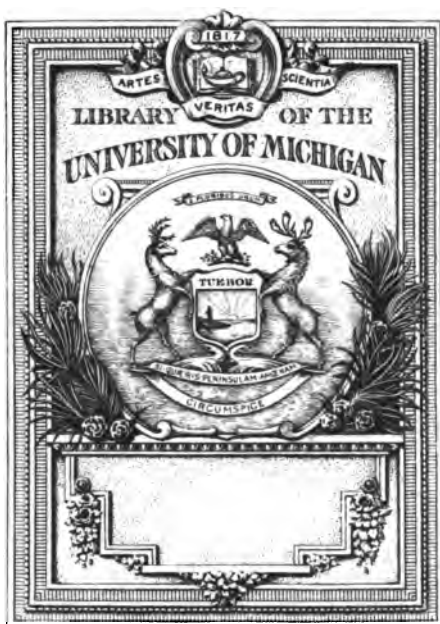
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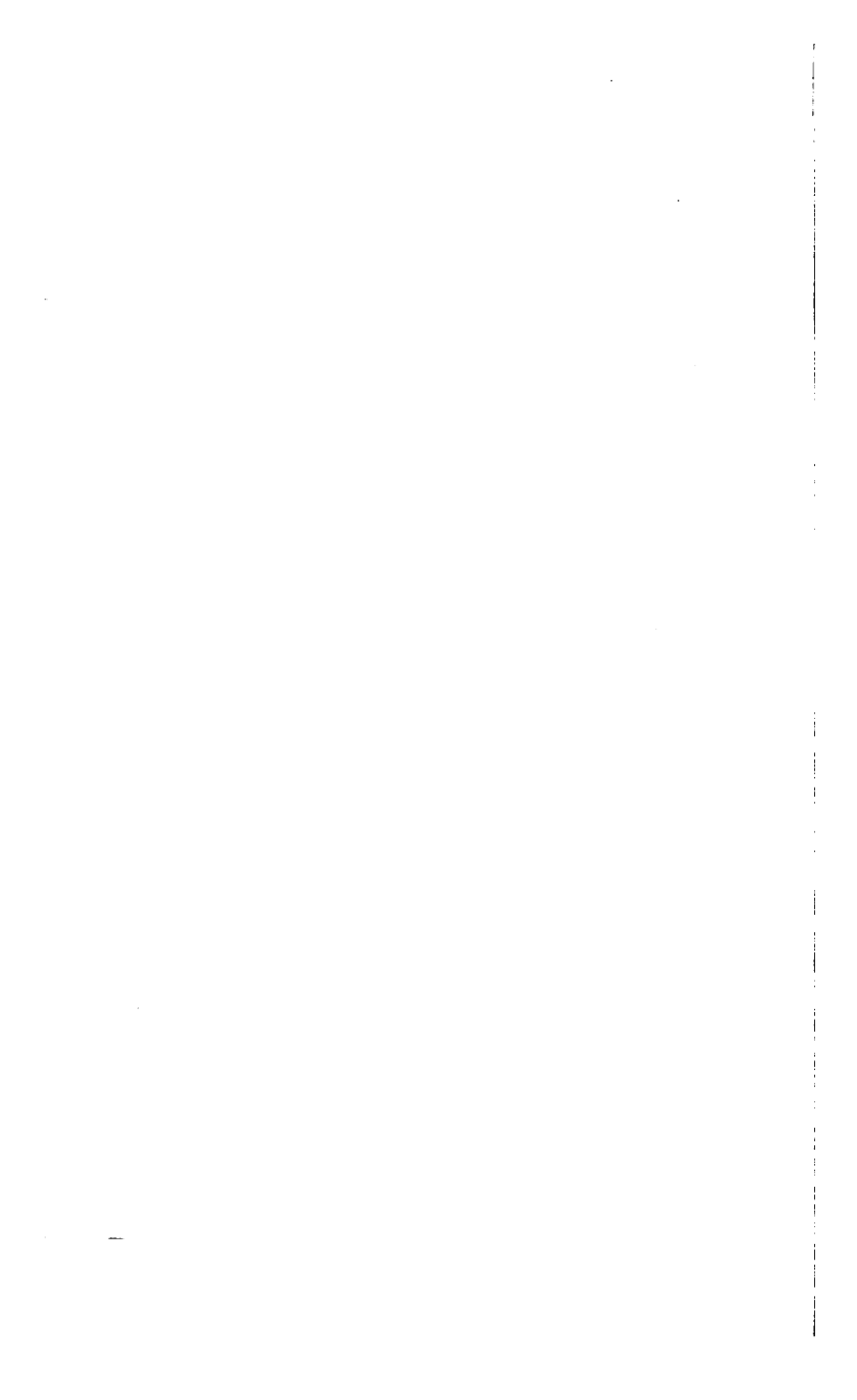
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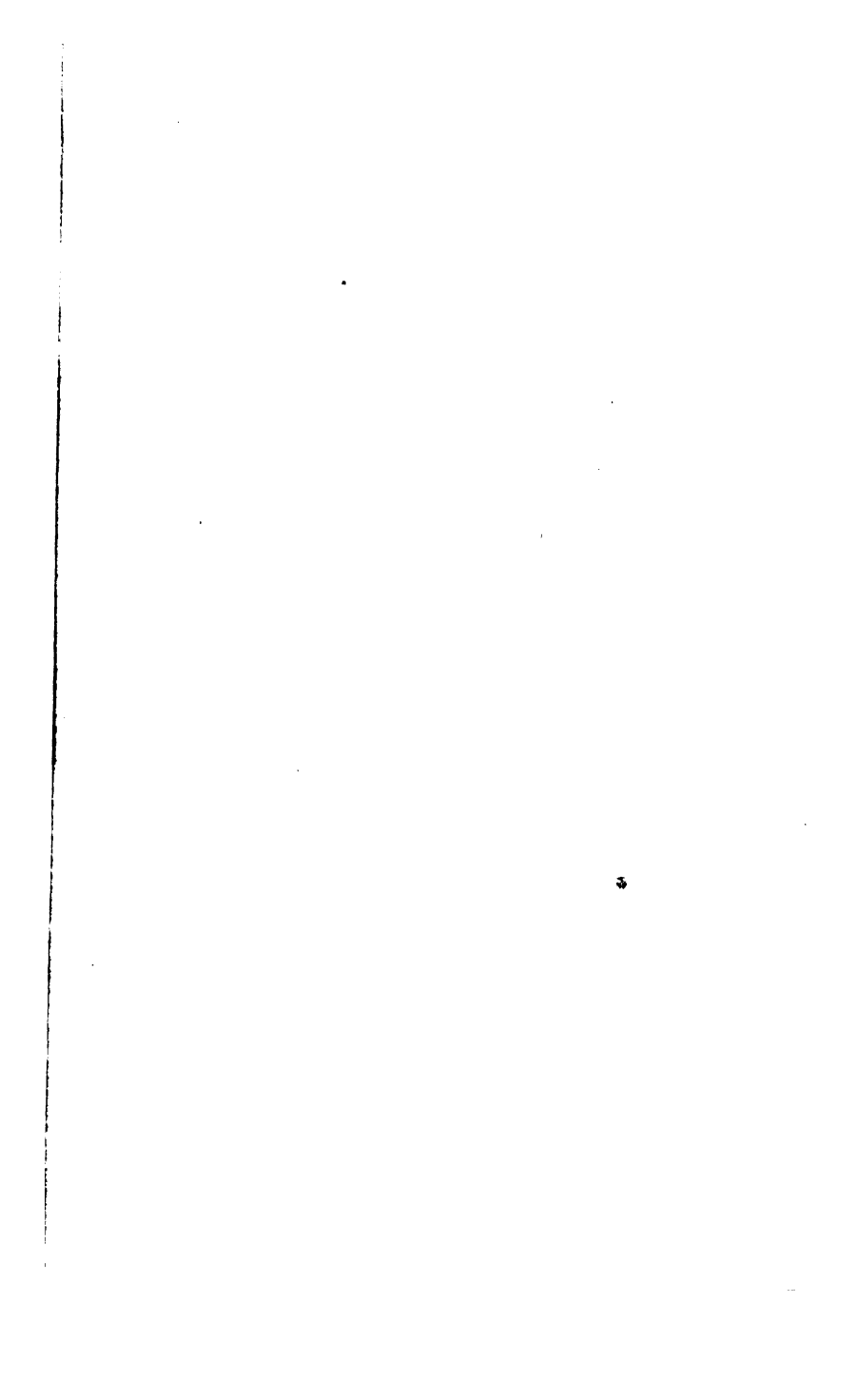
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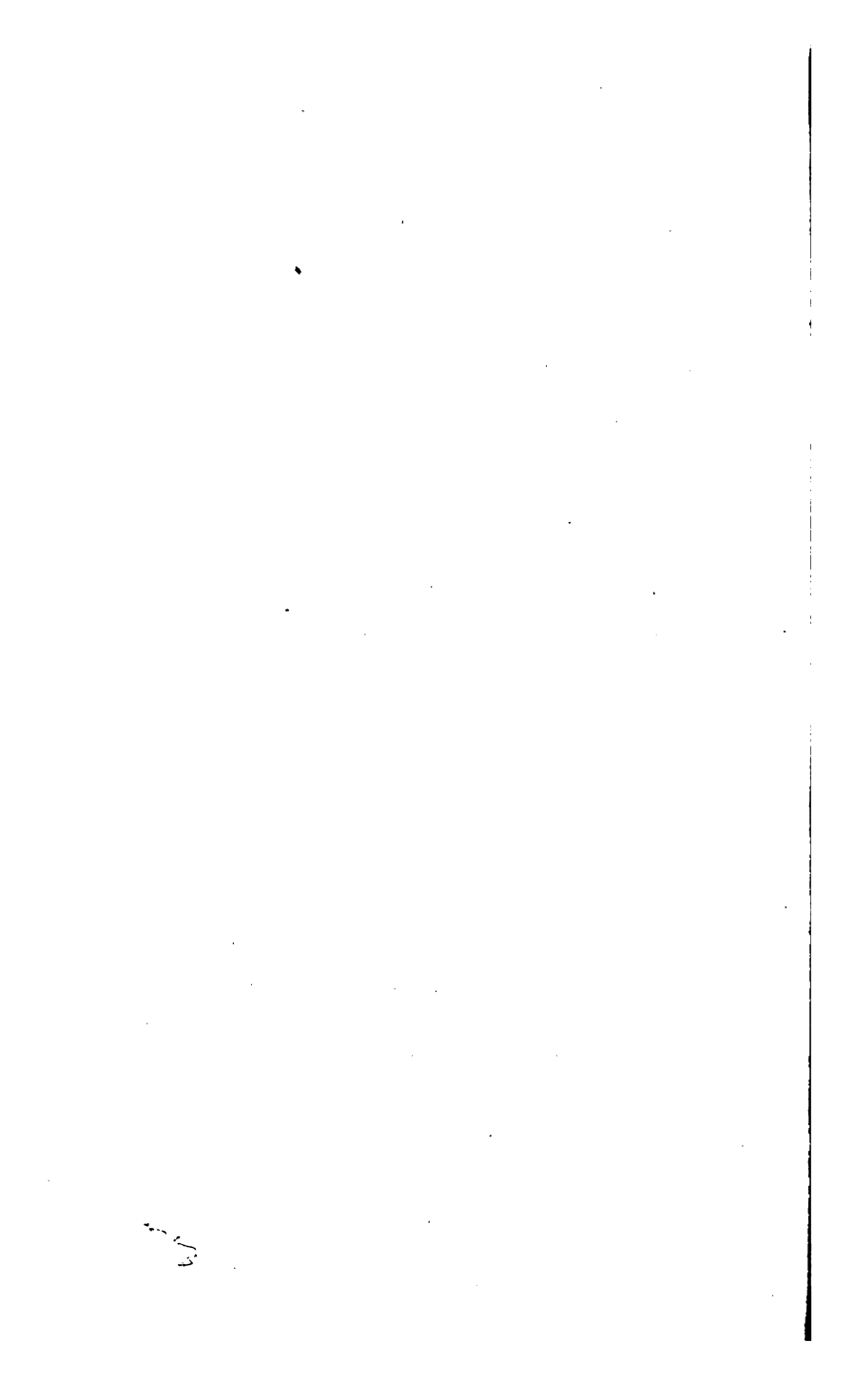


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PUBLISHERS AND AUTHORS.



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BY

JAMES SPEDDING.
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PRINTED FOR THE AUTHOR.

PUBLISHED BY JOHN RUSSELL SMITH,
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1867.

J. E. TAYLOR AND CO., PRINTERS,
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PREFACE.

THE two papers which I have here printed were meant to appear in some magazine or review of good repute, and find their own way to the knowledge of those whom they concern: and I should not have thought of sending them forth by themselves, but that the reason given for refusing them was such as seems to threaten a complete suppression of the questions to which they refer, unless some unusual way be taken to make them known.

The reason given—in both cases, at a considerable interval of time, and by editors unconnected with each other—for refusing to admit them into a popular periodical, was not

that the subject was (in the editor's judgment) likely to prove uninteresting to his readers, or that the treatment of it was unfair, ineffective, or otherwise discreditable ; but that they would offend the Powers upon whom the sale of books depends, and might materially damage the value (as property) of the publication which admitted them. In one case I was told of the hostility which such an article would necessarily provoke, and which would fall upon the proprietor ; in the other, that it would inevitably create a great and deep offence in the minds of all the publishers, and thereby injure the property.

With the Editors I have no dispute. They have to consider the interests of the proprietors ; and it may be that a discussion of matters concerning the book trade in behalf of those for whom or by whom books are made, would be resented by the agents through whom they are distributed, and turn them into a host of enemies and an organised obstruction. But if this be so, the stronger the case is, and the more unanswerable the arguments

by which it is supported, the less chance will there be of obtaining a hearing for it through any of the ordinary channels.

Now it seems to me that there is no pretence in this case for refusing to let it be heard by all who have or think they have an interest in the issue. I have none myself, except what all readers and writers share with me. I have no bargain of my own to make. I never proposed terms to any publisher which were not readily accepted. I never had any dispute about reckonings, or disappointment about profits: nor would the adoption of any or all of my suggestions put a shilling into my own pocket. My occupations of late years have brought to my knowledge certain facts, and suggested to my understanding certain conclusions, which I have thought that it would be for the benefit of others to be informed or reminded of. In presenting them for consideration I have used no unfair advantage. I have betrayed no confidences. I have appealed to no secret or exclusive information. I have asserted no facts but such as

anybody may verify; urged no arguments but such as anybody may weigh; announced no conclusion towards which anybody need travel further than he sees his road by daylight. My facts may be disputable, my arguments may be inconclusive, my suggestions may be impracticable; but though there may be good reasons for rejecting my conclusions, there cannot be a good reason for objecting to the publication of them.

That it may the better appear what kind of discussions in these matters are supposed to be dangerous, and therefore under what kind of censorship the Press really labours, I have printed both articles exactly as they were written, without any omission, addition, or alteration. But I have added to the first a postscript, in which I have attempted to make the exposition more complete.

80, *Westbourne Terrace,*
October, 1866.

PUBLISHERS AND AUTHORS.

AUTHORS and their publishers,—or, perhaps, I should rather say publishers and their authors,—have a common interest in selling their book at a profit; and though, when they come to settle the proportion of the profit which each may fairly claim, their interests cross, yet (their several contributions being known and appreciable) it might be supposed that in a country where markets are open, bargains free, and experience abundant, the most convenient way of apportioning their shares fairly must have been found out long ago.

Judging however by what publishers say to authors, and authors to each other, it would

seem that the arrangements usually adopted for that purpose are not in fact satisfactory to either party. There is a story, for the truth of which I do not vouch, though I can believe it to be true, of a successful publisher who on visiting the residence of a successful author, and seeing shrubberies and flower-beds and other signs of comfort and elegance, observed, with a sigh, "This is where our money goes." And I have heard of authors whose enjoyment of their publisher's champagne was marred by the reflexion that it had been extracted out of themselves. Each seems to regard himself as the other's victim.

Whether the complaint on either side is just, I do not propose to enquire; on both sides it is idle. The arrangement they made with each other was a bargain, and if it was a bad bargain for either the blame lies with himself. But whether authors and publishers might not, in making their bargains, go to work upon a better plan; whether the course usually taken in England for apportioning the profits be the one most likely to lead to a just and satisfactory result; is a question which may be fairly asked. The rule adopted by

at least one publishing house in the United States appears to me better ; and ever since I heard of it I have been wondering that I did not think of it myself long ago, when I had to consider the question on my own account ; and wishing to bring it under the notice of others in like case, to whom the suggestion may not come too late.

It has indeed been intimated to me that I ought not to write on this subject, because I appear to be very slightly acquainted with “ the general nature of the arrangements between authors and booksellers ; ” and it is very true that I know little more about them than those who know best are willing to tell without pressing. Private money transactions are not ordinarily asked or talked about, even among friends ; and I may have been living all my life among people to whom the suggestion is familiar, without ever hearing of it. If so, however, it is but reasonable to suppose that the same causes which have kept me in ignorance have kept in equal ignorance others who are like me ; and from a few direct enquiries on the point which I have made lately, I venture to say that, if the arrangement I

speaking of be an ordinary one between authors and publishers in England, the fact is not generally known to persons in my situation; though there are perhaps none whom it more concerns. Nor do I see that my ignorance disqualifies me for explaining the nature and advantages of it. For slight as my acquaintance is with the terms which publishers usually offer or may usually be induced to accept, yet with the needs, the interests, the objects, and the reasonable desires of a literary labourer who would be glad to have some portion of what he has spent upon his work repaid by a share of what the purchaser has had to pay for it, I am very well acquainted; and it is of the way in which that share may be most fairly estimated, and most easily obtained by such labourers, that I propose to speak.

That there may be no mistake however about my qualifications or pretensions, I will begin by confessing that the practicability of the arrangement which I am going to recommend is not known to me by any experience of my own. My own transactions with publishers have been of the shortest and simplest

kind. In the very few cases in which I have wished to publish a book or pamphlet,—my object having always been the publication and not the profit, I have taken one or other of two courses: I have either simply given the work away, reserving nothing for myself except the privilege of being supplied with copies at the trade price, or I have paid the expenses myself and published by commission on the usual terms.

Now when the author's sole object is the publication and circulation of his work, the first of these methods is or ought to be the best. It makes it the publisher's interest simply to sell as many copies as he can, and having had nothing to pay for the authorship, he can afford to sell them at a lower price. Nor is the author's gain nothing. He gets his book published without expense or risk, and saves himself the trouble and annoyance of making bargains and criticising accounts. But the cases are of course rare in which there would be either motive or means for the production of a book on these terms. If literature is to flourish, books must pay their author enough to make him think it worth

his while to do his part in them well. That they should pay him in proportion to the quantity and value of the labour he bestows (which would be best if it could be contrived) is of course impossible. For the pay must come out of the profits, the profits must depend upon the sale, and the sale will bear no direct proportion to the labour. But his book might be made to pay him his fair share of whatever profits it can be made to produce ; and to ascertain what that share is, and contrive that it shall come to him in the most convenient way—that is, with most certainty and least trouble,—is a problem, the solution of which would be worth much, not only to him, but through him and the like of him to literature generally.

Let us first enquire then how the case stands at present with a man who proposes to bring out a book in England. I do not speak of authors already known. They have some measure of the market price of their productions ; they run comparatively little risk ; and being able to justify their expectations by their sale-lists, will make their bargain accordingly. But these are the exceptions.

Take the case which must be the case of almost every author when he begins. His name is unknown. His productions have never been tried in the market. He has written a book which he *hopes* will find purchasers sufficient to yield a profit, but which cannot be published without some risk of loss to somebody. What is he to do with it?

There are three courses which will probably be suggested to him:—

1. If he can afford to take the cost of production upon himself, he will have no difficulty in getting it printed and in finding a publisher who will undertake to sell it for him, upon condition of taking 10 per cent. of the produce, and paying over to him what remains. But in so doing he produces his book at a disadvantage in two ways. The cost will be greater; for a publisher can get every part of the work done considerably cheaper than an author can; and the sale will be less; for the publisher having a smaller share in the proceeds will take less trouble to promote it. Such at least is the opinion of those who are not admitted behind the scenes: and thus much is certain, the arrangement is one which pub-

lishers do not generally favour; for if they preferred it, they could make it easier and more eligible for the author without any cost to themselves.

2. If he wishes to avoid these disadvantages, he may make over the whole edition to the publisher, in consideration of a sum of money to be paid down. And in this also—provided he be content with a sum considerably less than the book will probably realise—he will find no difficulty. He will thus avoid both the disadvantages above mentioned. The book will be produced at the lowest cost. The publisher will do his best to get it sold. He himself will incur no expense or risk; will ensure a certain profit, and if the book fails, will be a gainer. But on the other hand he sacrifices his interest in its success, the chances of which he probably rates high, while the publisher will almost invariably rate them at the lowest. And if his own hopes are justified by the event, and he sees his book producing hundreds while he receives tens, he feels as if he were paying for his publisher's champagne.

3. If he prefers to avoid this sacrifice, and reserve to himself an interest in his own suc-

cess, being content to suffer if he fails on condition of benefiting if he prospers, the publisher will probably consent, if he thinks the speculation tolerably promising, to undertake the expense on condition of receiving half the profits. And this *ought*, where the risk is considerable, to be a fair arrangement. For though half the profit seems a liberal allowance to one who does so much less than half the work, yet if the risk is to be set off against it, it is perhaps no more than his share ; and if the arrangement is really what it seems and professes to be, it is one with which the author might in the case supposed very well be satisfied. It secures several important objects. Printing, stationery, advertising, etc., will be obtained on the most favourable terms. The sale will be pushed with the zeal of a man who looks to the sale for his profit, the skill of a man who knows the business, and the power of a man who has all the requisite machinery at his command. He himself advances no money, runs no risk, and after he has corrected the proofs is relieved from all further trouble. This is much, and may be worth purchasing by the sacrifice of half the profits.

Nevertheless he will find that this also has some serious drawbacks. When he receives his account and compares the profits with the sale-lists, the chances are that he will be disappointed and perplexed.* If he seeks explanations, he will find that the matter cannot be made intelligible without the knowledge of particulars which the custom of the trade does not permit to be revealed. And if he asks himself *why* those particulars should be kept secret, he will find it difficult to suggest an answer without supposing that the arrangement to which he consented was *not* exactly what he understood it to be. I do not say that the supposition will be just. For anything I know to the contrary, it may be the custom of the trade to make up accounts of this kind with scrupulous accuracy and equity. But I say that some suspicion of this kind will naturally and almost inevitably

* I know of a book of 488 pages, a full page containing about 300 words, of which after 2500 copies had been sold at 4s. 6d. each, the editor was informed that it was still £120 in debt, though the only expenses which had been incurred were for printing, paper, binding, and advertising.

arise in his mind ; and unless it can be removed by full and satisfactory explanations, the suspicion is itself a serious objection to this mode of arrangement.

As long, moreover, as he is kept in the dark as to some of the facts and left to the light of natural intelligence in interpreting those which come to his knowledge, he will find several appearances which will seem to countenance and confirm his suspicions. I assume that when he agreed to divide the profits of the book with the publisher, he understood (as I should myself understand in the case supposed) that what the publisher had to pay on account of the book was to be deducted from what he received for it, and that the balance (if any) was to be divided ; the half of that balance being what the publisher was to receive in consideration of his outlay, his risk, his warehouse and counter accommodation, and his trouble. If he did not think it enough, there was nothing to prevent him from saying so and stipulating for more. But this was what he did stipulate for, and what the account seems on the face of it to show. On one side we have so much paid for printing, stationery, advertising, etc. ; on

the other, so much received for copies sold ; at the foot, half the remainder placed to the author's credit. And what more, it will be said, could the author desire ? What room is left for suspecting that the transaction is not exactly what it appears to be ?

Now what more the author could *desire*, is a question very easily answered. What I should *desire*, if it were my own case, is what, if I were an auditor instead of a party, I should be constrained to demand,—namely, the vouchers for the sums appearing to have been paid. Why I should *suspect* that if those vouchers were produced they would reveal some conditions of the bargain which had not been expressed nor (by me) understood, is a question which cannot be answered so shortly ; and the suspicion may turn out to be without foundation. But if it is, I think it will at least appear that those who are acquainted with the mysteries of the trade would do well to take some measures for enlightening the ignorant as to the fact.

Not having had any dealings myself on these terms I can speak only from hearsay ; but hearsay, though justly rejected as evi-

dence, cannot be prevented from exciting suspicion; and if the facts which I have been led to believe upon that evidence are incorrectly conceived or stated, there can be no difficulty in contradicting them. Till that is done, it must be expected that they will be believed by others.

In the first place, then, I have been told, not only that a publisher's account of the balance of profits is not usually accompanied with vouchers (from which alone I should not draw any unfavourable inference), but that if they are asked for he will not produce them. And from this, if it be true, I cannot avoid the inference that the account conceals *something* which is not to be communicated to the other party.

In the second place, I have heard of cases of disputed property, in which accounts of this kind have had to be overhauled by lawyers, and in which mistakes have been detected, and considerable sums recovered for their clients. From this, if it be true, I infer that those particulars which are not communicated to the author may possibly include matter which it concerns him to know.

In the third place, I have read that the terms upon which the printer and the stationer deal with the publisher are considerably lower than those upon which they will deal with any one not in the trade. To this indeed, if it were all, I should not, with reference to the present argument, take any exception. For though I agree with Mr. Babbage, that "there appears to be little reason for this distinction in charging for printing a larger price to the author than to the publisher, provided the former is able to give equal security for the payment," and that "there is no reason why, if the author deals at once with the paper-maker, he should not purchase on the same terms as the printer,"* yet, no secret being made of the fact, it does not affect the question which I am now considering. If they find it for their interest to supply the publisher on lower terms, it is their own affair; and if either they or the publisher would tell me what the terms *are*, I should have no more to say on that point. But I couple this fact with another, which I have reason to believe though I have not as-

* 'Economy of Manufactures,' p. 319.

certained it by actual experiment, and from the two together I draw a very important inference, bearing directly upon the present question. I have reason to believe that if I were to ask the publisher upon *what* terms he deals with his printer, he would tell me that they had been communicated in confidence, and that it is against the rules to disclose them. Now here again, I have nothing to do with the rules. But I want to know how this rule in this case can possibly be observed. The *author* is not required to enter into any engagement to keep his account secret: and does not every author who publishes upon condition of dividing profits possess upon the very face of his account the data for determining what this confidential communication must have been? Do not the figures set down as "expenses of printing" represent the sum which the publisher has paid on that account? and if so, do they not reveal the sum and substance of the terms on which he dealt with his printer? If not,—if they do *not* represent the sum that has been paid,—is not the author entitled to know what the difference was—it being an essential part of his

bargain? and would not the secret be revealed as soon as he received the information?

A fourth reason for suspecting that there is something in the transaction which is not understood, is the fact which I have already mentioned—namely, that the arrangement under which the author bears all the expenses and the publisher takes 10 per cent. from the proceeds of the sale, does not appear to be that which publishers prefer, when they can get it. From all that I hear of the shares of profit derived by authors from the sale of the first edition of their first work, I should suppose that (taking one with another) 10 per cent. upon the produce of the copies sold would give a larger sum. If so, it should be a better bargain for the publisher, especially as he advances no money, and risks nothing beyond the use of his shop and warehouse. But if it were a better bargain, the publisher would prefer it. If he preferred it, he would make it easy. And if he wanted to make it easy, he would help the author to get the work done on the most favourable terms.

Such, then, are my reasons for *suspecting* that the transaction is not really what it

seems and professes to be; and that if the vouchers were produced, they would reveal some conditions of the bargain which had not been expressed or understood.

What those conditions may be, I do not pretend to say. But a remark which I have heard made in the way of objection by more than one person with whom I have talked on the subject, suggests an explanation which, if it were the right one, would make the facts intelligible. By more than one person, quite unconnected with the trade and as ignorant as I am myself of the general nature of the arrangements between authors and booksellers, I have been reminded that *I make no allowance for interest upon the money advanced*. Now though I do not myself allow this to be, in the case supposed, a legitimate charge upon the profits, I think it very likely that the publishers regard it as legitimate, and begin by making it safe. According to my interpretation of the terms of the bargain, the consideration for the money advanced is the half of the profit upon the book; and the profit upon the book is the difference between what it costs and what it brings. Nor have I any

doubt that my own publisher, if he had stipulated to take his 10 per cent. upon the profits instead of the proceeds, would be of the same opinion; and if for every hundred pounds which I had paid he found me deducting a hundred and ten from what I received, and then crediting him with 10 per cent. upon the remainder, would object that that was not according to the bargain. Yet the cases would be, so far as I can see, strictly analogous: for why should the profits of the book be charged with interest on the outlay in his case more than in mine? Publishers, however, when they have no control over the expenses, upon which the profits depend, very wisely prefer to be paid according to the number of copies sold. Consequently they have no occasion to study the theory of profits from the author's point of view. And therefore I shall not be surprised to find that the true explanation of the mystery, and of the necessity of keeping it a mystery, is simply this—that it is the custom of the trade to add to each item of expense some percentage, unknown to those out of the trade, by way of profit upon each transaction, before the division of what are *called*

the profits begins. The justification of which custom may be, that the dealings with printer; stationer, and the rest, do not transact themselves, but require knowledge and trouble; that that knowledge and trouble must be contributed by somebody; that whoever contributes it has a right to be paid; and if it be contributed by the publisher himself, why should not the right accrue to him?

“Freightage—demurrage—brokerage. Brokerage! Why Haggai, the ship being thine own, and the bargain struck betwixt thee and me, whence is the brokerage? I saw no broker.

“*Haggai*. Your worship shall understand. In taking of a ship on freight, there ever comes betwixt him that owns her and him that takes her, that useful and that profitable man, a broker. 'Tis the law and the usage. Is it not, Sadoc? Is it not, Shallum?

“*Sadoc*. The law and the usage.

“*Shallum*. Justly the law and usage.

“*Silisco*. But is that useful, profitable man invisible? for I saw him not; I dealt not with him.

“*Haggai*. Your worship shall understand. Lo! the times are evil, and hardly shall your servant live if he sweat not in two callings. Truly I own a ship, and in the way of an honest industry I do likewise follow the occupation of a broker.

"*Silisco*. Oh! I see. Thou wert thyself that profitable man.

"*Haggai*. At half the charge that it should have cost you else. Was it not, Sadoc?

"*Sadoc*. Yes, and that half halved.

"*Shallum*. Truly, Sir, for a reasonable broker, there is none other that I can commend you to but only the worthy Haggai.

"*Silisco*. To make a bargain 'twixt himself and me."*

Now, if it had been declared and understood that some extra charge on account of these services formed part of the bargain, I should merely have said that the mode of payment seems to me injudicious. The chief use of the publisher's intervention in the matter being to get the work done cheap, it would be better surely to let him take a larger share of the real profits, so that his gain might be directly in proportion to his success, than to diminish his interest in reducing the expenses, by paying him two shillings extra for every pound by which they are increased. But however that may be,—whether the charge be legitimate or illegitimate, whether the mode of payment be wise or unwise,—there can at any rate be no

* Henry Taylor, 'A Sicilian Summer,' act i. sc. 2.

doubt that the author ought to be informed what the charge is. As the accounts are usually made out, he has absolutely no means of knowing or guessing what amount of interest is assumed to be legitimate; whether it is 10 per cent., or 15, or 20; or whether it is subject to variation according to circumstances. For anything he sees to the contrary, it may be the custom of the trade, where the first year's sale threatens a profit below the publisher's calculations, to make it up by charging a higher interest upon the outlay. The temptation to do this may sometimes be considerable: the means are ready and simple: there is no danger of detection: and even if it were brought to light and challenged, the increase of the charge might be justified upon precisely the same grounds which are supposed to justify the original charge: it was the interest upon the money advanced. The money, it might be said, was worth 20 per cent., and could not be afforded for less. In his private calculations the publisher had reckoned on 10 per cent. for the advance and 10 per cent. more for half the remainder of the profits. The remainder of the profits threatens perhaps, if halved, to yield

only 5 per cent.; and what is to be done? Nothing simpler. Take thy pen, sit down quickly, put another 10 per cent. on to the expenses, report "no profits," and the proper interest is secured.

It may be that such a practice is out of the question, and I hope it is. But no publisher has a right to complain of the question being asked as long as he refuses to answer it. If he feels aggrieved by the suggestion he has his remedy in his own hands. Let him offer to explain the real conditions of the contract beforehand, and to produce the vouchers afterwards if they are asked for,—and he will at once stand acquitted. Less than this however will not be enough; and until this is done, the author ought in fair dealing to be warned that when he bargains for half the profits of his book, he is really bargaining only for half of what may remain of the profits, after the publisher has taken out of them as much as—since he will not say how much, I must say for him—as much as he thinks proper.

All this is so obvious from the author's point of view, that I cannot suppose it to have been overlooked. I conclude therefore, that the

difficulties on the publisher's part have been found insuperable, and that the proposed conditions will not be acceded to. In which case this third course cannot be regarded as a satisfactory one for the author ; and it still remains to be considered whether he has not the choice of a better.

I think he has. There is a fourth course (not unfamiliar, I am told, to persons experienced in these things, though new to myself and I think to most of those whom it most concerns) by which all the advantages may be secured and all the disadvantages avoided which I have pointed out as belonging to the other three ; a course so very much more convenient in every way to the author whose case I am considering, that I can only account for its not being generally followed in such cases, by supposing that authors do not generally know of it, and that publishers do not generally wish it to be known. I heard of it myself first from America ; where Mr. H. O. Houghton (now proprietor of the American reprint of Bacon's works), in transmitting to me (in voluntary and unsolicited acknowledgment of my claim as editor) *a percentage upon the retail price*

of the volumes sold, remarked that it is their custom,* where the publisher takes all the risk, to pay their own authors in that way.

Now whatever arrangement with regard to the distribution of the profits be agreed on as equitable in any case, it is obvious that the substance of it may be easily expressed in terms of a percentage upon the price of the copies sold,—and that if the calculations are correctly made, the difference will only be in the times of payment. Suppose the case of a book, of which the cost of production is estimated at £300, and 1000 copies are expected to be sold at £1 each (trade-price): the profits to be equally divided between the author and the publisher. Suppose 400 copies to be sold in the first year, 300 in the second, 200 in the third, and 100 in the fourth. Upon the ordinary plan, the publisher should pay the author £50 at the end of the first year, £150 at the end of the second, £100 at the end of the third, and £50 at the end of the fourth, taking in each case an equal sum himself; so that when all are sold each has received £350.

* Hurd and Houghton, 459, Broome Street, New York.

In order to translate the substance of the bargain into a percentage upon the sale, (or a 'royalty,' as we call it,) it is only necessary to divide the total estimated profit by the number of copies through the sale of which it is to be made. Half the quotient will be the author's share upon each copy. As the sale proceeds, the publisher will credit the author with this half, and take the other half himself; and the yearly accounts will stand thus:—The cost of each copy being 6s. and the price 20s., there are 14s. to be divided upon each. At the end of the first year 400 copies have been sold: the author will therefore receive £140. At the end of the second year he will receive £105; at the end of the third, £70; and at the end of the fourth, £35: making in all £350. While the publisher, though at the end of the first year he will have recovered only £260 out of his £300 outlay, will at the end of the second have made £155 profit, at the end of the third £285, and at the end of the fourth his full share of £350.

It is true that the difference is in one respect to the publisher's disadvantage. He does not recover all his capital till the middle

of the second year; at the end of that year his receipts are less by £45 than on the other plan; and at the end of the third, less by £15. But in return for this, he escapes all enquiries and all suspicions, and puts an end to all misunderstandings. He is still at liberty to make what bargain he chooses; and when it is once made, he has only to state how many copies remain on hand, and the rest is a matter of simple arithmetic. If the small additional risk be more than he chooses to incur, he must raise his terms; and if the author is not satisfied with his offer, he must do as others do in the like case—seek for somebody who will offer more. But he knows exactly what the terms are: the sums he receives are exactly in proportion to the success of his work; and in that success the publisher is as much interested as himself. He has no occasion to enquire how much has been paid, or when, to the printer, the stationer, the advertiser, or the binder; and the mysteries of the trade remain sacred from profane intrusion. He must make his account indeed to suffer more or less in his first bargain, for knowledge must always have the ad-

vantage over ignorance. But even in this the general adoption of this mode of payment would tend to reduce the inequality. The terms being so easy to state and the results so easy to calculate, authors could compare notes with each other; the market being open, competition would ascertain what percentage is generally fair, according to the conditions of the case; and the result would be made known.

I say, "according to the conditions of the case," because the cases will of course vary in their conditions through all the degrees, from no hope of any profit to absolute certainty of very large profit: and the terms should be varied accordingly. But I cannot imagine any case which a publisher would undertake at all with any risk to himself, where the essential conditions of the bargain might not be correctly expressed by a charge upon the receipts for copies sold.

The case which I have used for illustration—that of a book of which there is a fair expectation that a thousand copies would be sold within a few years—is one of the simplest and most ordinary, and one in which an

agreement for an equal division of profits between the author and publisher would, I believe, be a common arrangement. But *equality* of division is not a necessary condition; and cases might easily be proposed in which it would be unfair.

Take, for instance, a book which does not seem likely to do more than pay its expenses. Here the publisher (though he might not object to an equal division of *profits* upon the whole, because that would entail no additional expense until some profit were made) might object with good reason to pay a percentage upon the sales as they proceed; for that would increase the risk of an adventure which does not promise to be profitable as it is. In this case the equitable arrangement would be to make the repayment of the outlay a *first* charge upon the receipts. And this would be easily done. What that outlay will probably be, the publisher begins by calculating. He knows therefore how many copies must be sold at a given price in order to repay it. Let him then say what that number is, and (if he would otherwise have been willing to publish the book on condition of receiving

half the profits) let the agreement be, that for every copy sold *above* that number he shall pay the author half the price. The substance of the bargain would thus be the same, and there would be no room for any mistake about it.

Take again a book of which all the copies are sure to be sold in time, but the sale will probably be slow. Here again the publisher may allege with reason, that money which expects a slow return cannot be afforded on the same terms as money which expects a quick return; and therefore, that if he is to undertake the expense, he must stipulate for a larger share of the profits. Be it so. Then let him state his terms. Instead of 50 per cent. upon the estimated profit of each copy, let him offer 40, 30, 20, or 10. It is obvious that he can in that way modify his bargain to his mind; and it will be for the author to consider whether he will accept the terms proposed, and for rival publishers to judge whether it would be for their interest to offer more. The data for the calculation are before them. There is the manuscript which is to be printed: any experienced eye in the turning over of the

leaves will be able to make a near guess at the cost. There is the market to be studied: any experienced publisher will be able to form his own judgment as to the chances of the sale. The amount of the risk will determine the proportion of the profit which he will require by way of security. The agreement being once made, all the author will want to know is the number of copies that have been sold. If the receipts fall below the outlay, the publisher will no doubt have the worst of the bargain. But that would be from his own miscalculation; and if the work proves successful beyond expectation, he has the best. So the bargain is fair enough.

In this way the terms of the agreement might, as far as I can see, be adjusted to all varieties of possible cases; still preserving the essential conditions of openness and simplicity; the author understanding beforehand exactly what he is to expect, and seeing afterwards that he has received all that was due. And if one of the consequences of the simplicity of the arrangement should be, as I think it would, that writers of books would communicate to each other more freely the terms of

their several agreements and the results, it would gradually come to be understood what terms in the several cases are fair and reasonable. A man who would be shy of telling you what he makes by his farm, has no objection to say what rate of wages he pays to his labourers, at what price he buys his stock, and on what terms he deals with the butcher: and you might ask an author what percentage his publisher allows him upon the price of each copy sold, when you would hesitate to ask what his share of the profits amounted to. And knowing the percentage for which you might fairly stipulate, you could judge for yourself whether you could count upon a sale large enough to repay the labour.

In all this, I have been considering the transaction as one in which the publisher has no interest beyond the immediate profit; in which the publication of the book is the author's speculation, and the publisher is employed as an indifferent agent. But there is another class of cases in which the publisher is himself the speculator, and employs a literary man to do the author's or editor's part for him. In such cases, the reasons for paying the

author or editor by a percentage on the sales rather than by a share of the profits are still stronger. For here he knows nothing of the calculations upon which the expectation of profits is founded. He does not even know that any profit upon the particular transaction is expected. It may serve the publisher's purpose in other ways. Perhaps he wants merely to advertise himself; perhaps merely to connect his name with a work of reputation; and he may find it for his interest in the long run to do this at a considerable cost. In these remote and collateral gains the writer whom he employs has no share at all; and it is altogether unreasonable to ask him to let the remuneration of his labour wait upon the success of the enterprise. He has done his work before a single copy is sold: as soon as a copy has been sold, he has done his work, *so far*, successfully, and is fully entitled to his share in the proceeds. If those proceeds are but a small part of what the publisher calculated upon, so is his share of them a proportionally small part of what he calculated upon himself; and if he is content to let his pay be in exact proportion to the extent of the sale—that is, in exact pro-

portion to the success of the enterprise in so far as it depends upon the market value of his part of the work—the terms are surely as liberal as can be fairly demanded of him. Of the many labourers who contribute to that fractional result, there is no other who will be content with as little: for I presume that neither the printer nor the paper-maker nor the advertiser would consent to do their part of the work upon a similar condition.

In all cases therefore, it seems to me that an equitable arrangement upon this basis must be practicable. If practicable, I cannot doubt that it would be more convenient. And my conclusion upon the whole matter is, that an author would in any case do well to contract with his publisher for the payment of a certain sum for every copy that shall be sold; and if he cannot obtain an agreement upon that condition, to conclude that there is small hope of profit *for him* upon any other that will be offered.

POSTSCRIPT.

In the foregoing paper I have supposed the author's percentage to be taken upon the *trade price* of the book; because it seemed simpler to consider it with reference to the fund out of which it must be paid; and I took the trade price to represent the actual amount of that fund,—the money received by the publisher in exchange for the book. Upon further consideration however I am inclined to think that Messrs. Hurd and Houghton's plan of taking the percentage upon the *retail* price would be more convenient. For upon examining such publishers' accounts as I have been able to procure, I find it difficult to make out what relation the price actually received by the publisher really bears to the price at which the book is advertised for sale; and when I have explained the causes of the difficulty, and offered the best conjecture I can make as to the fact, I expect authors to agree with me that the question is too abstruse for the uninitiated, and one which had

better be eliminated from the terms of the bargain if possible.

I find that when my publisher sells one of my own books, of which he is the owner, *to* me, the price which he charges is to the advertised price as 75 to 100 ; but that when he sells one of my own books, of which I am the owner, *for* me, the price with which he credits me is to the advertised price as only 68 to 100. The difference (amounting, it will be seen to 7 per cent.) has nothing to do with the charge for commission, which is deducted afterwards and entered separately ; but appears to arise in this way. A book has five prices. First there is the "retail price,"—that is, the price at which it is advertised to be sold. Then there is the "trade price,"—the price at which it is sold to booksellers generally, and to a few favoured individuals, of whom the author is one. Thirdly, there is the "*trade-sale* price,"—the price at which it is sold to booksellers "*subscribing*," within a limited time before or after the publication, for not less than two copies. Fourthly, there is the "25 as 24 price,"—the price at which it is sold to those who order 24

copies at once, and who for every 24 they order receive a 25th gratis. And lastly, there is the combination of the last two,—“trade-sale price, 25 as 24,”—which I shall venture to call the “Publisher’s price;” being the price at which the publisher accounts to the author for all the copies which he sells.

Now the “trade” price, at which my publisher sells my book (he being the owner) *to* me, is to the advertised price at 75 to 100. The “trade-sale price” at which (subject to a further deduction, of which I shall say more presently) he sells my book (I being the owner) *for* me, is to the advertised price as 17 to 24—not quite 71 to 100. This the further operation of reckoning 25 as 24 reduces to 68: at which rate he accounts to me for all the copies sold, and after deducting for commission 10 per cent. from the sum which on the face of the account he *appears* to have received from the sale of the book, credits me with the balance.

But in the meantime how much has he *really* received from the sale of the book? It seems impossible to guess. In my accounts, which extend over four years, and

relate to a book printed at my own expense, without the publisher's intervention, published on commission, and priced 24s., every copy that has been sold appears to have been sold for 17s.; subject to a deduction of 17s. for every 25. For when I divide by 25 the total number of copies sold during these four years, multiply the quotient by 17s., and deduct the product from the product of the total number multiplied by 17s., I find that it gives only 17s. less than the sum with which I am credited for copies sold: the difference being due no doubt to a broken number, not divisible by 25. Now as it is scarcely credible that *no* copies have been sold except to "subscribers," or that *all* copies which have been sold to the trade have been sold in lots of not less than 24, what becomes of these distinctions of price? I may surely conclude that they are a fiction, as far as I am concerned, and a fact only as they concern my publisher. And what *is* that fact? I can only guess: but my guess is this. I suppose that copies which are "subscribed for" at the trade-sales are really sold to the subscribers at that rate of discount; that 17s. is the sum which the

publisher really receives for each ; but that those which are ordered at other times are really sold either at the trade price or at the retail price ; at the trade price, if to a bookseller ; at the retail price, if to a private customer ; and therefore that the sum he really receives is 18s. for each, in the one case, and 24s. in the other. So also with respect to the "25 as 24" arrangement. If a bookseller orders 25 copies at once, I suppose that he has them at the price of 24 ; but that if he orders 12 at one time and 13 at another he has to pay for 25, and the publisher appropriates to himself the price of the 25th.

If this be the real history of the transaction, it is obvious to remark that it is needlessly complicated and clumsy. But it seems to me to be open to another and a graver objection. These distinctions of price, in the original design and institution, were rational and judicious. Early orders and large orders are profitable to the seller. Twenty-four copies sold at once are worth as much as twenty-five sold one by one. Two copies sold on the day of publication are worth more than the same two copies sold at the same price six or eight

months after. It serves the purpose of the seller therefore to purchase such orders by an abatement of price: and it might serve his purpose to stimulate the activity of his agent in procuring them, by giving him a higher rate of profit upon such transactions, when he succeeded in effecting them. But as matters are now contrived, the interest of the agent is made to work the wrong way. I want to induce my publisher to use the means at his command for procuring as many orders for not less than twenty-four, and as many subscriptions for not less than two, as he can. But what do I do? I offer him 10 per cent. upon the proceeds of *all* the copies he may dispose of, valued at a given price, without any distinction of cases. I do not require him to state at what price he did really dispose of them; and if he sells any at a higher price, I let him take the difference. And what is the consequence? It is still his interest, no doubt, to sell as many copies as he can. But it is also his interest to sell them, *if* he can, *not* in lots of 24, nor to subscribers at the trade sales; but in smaller lots, and to booksellers who have not subscribed. If he sells 25 copies

upon a single order, he receives from the purchaser 24 times 17 shillings, (£20. 8s.), and credits my account with the same sum, deducting ten per cent. for commission: which is £2. 0s. 10d., and constitutes his profit upon the transaction. If on the contrary he disposes of 12 copies to one purchaser or at one time, and 13 to another purchaser or at another time, he credits me as before with £20. 8s., deducts as before £2. 0s. 10d., but *receives* from the sale, not 24 times 17 shillings, but 25 times; and his profit upon the transaction is not £2. 0s. 10d., but £2. 17s. 10d.: which, being a gain I think of more than 41 per cent., might in a larger transaction seem worth manœuvring for. So again with regard to the difference between the subscribers and the non-subscribers. For 5 copies sold to a subscribing bookseller, he receives 85s., credits me with 85s., deducts for himself 10 per cent. upon 85s., which is 8s. 6d. Whereas for 5 copies sold to a non-subscribing bookseller, he credits me as before with 85s., and deducts as before for himself 8s. 6d.; but *receives* 90s. His profit therefore is not 8s. 6d. but 13s. 6d.; which, being a gain I think of very nearly 59

per cent., may seem on the large scale still more worth manœuvring for. For though, to make the calculation simpler, I take low figures for illustration, the *proportion* holds good throughout. It is true that in returning the proceeds below the actual receipts he reduces the amount of his own commission; and therefore he does not *quite* double his profit upon the transaction. But he turns his 10 per cent. into 18: as may be seen by the following calculation. I find in my first year's account, 485 copies sold; proceeds £396. 2s.; commission £39. 12s. 2d. Which is correct, supposing them all to have been sold to subscribers in lots of 25. Now suppose them all to have been sold to *non*-subscribers in lots of *less* than 25; the proceeds would be £436. 10s., and the commission £43. 13s. But the publisher, instead of taking 10 per cent. of the additional £40. 8s., and crediting the rest to me, takes it all himself: so that his profit, which should be £43. 13s., is really £80. 0s. 2d.;—more than 18 per cent. of the real amount of the sales; and a gain of more than 91 per cent. upon the transaction.

I say therefore that this form of agreement,

—and I must admit that it is strictly according to the printed and published terms—“All copies sold to be accounted for at the Trade Sale Price, 25 as 24, deducting from the amount of Sales a Commission of 10 per cent.”—is a bad one for the author, as tending to defeat and stultify his whole policy with regard to the distinction of prices. It would surely be much better to allow the publisher a higher percentage to be deducted from the sum which he actually receives, than thus to employ him as agent for promoting a class of transactions, on every one of which he loses from 40 to 80 per cent. by succeeding.

In books published on the half-profits system, I suppose the same custom prevails, but not with the same effect. For in that case the publisher's share in the proceeds of the sale is so large, that though he takes the perquisite when it comes, he cannot afford to purchase it at the cost of retarding the sale. The chance of turning £10 into £14 or £20 may be worth waiting for: but not the chance of turning £80 into £84 or £90. But the plan of publishing by commission is open to objections of another kind, and need not be further discussed. My

object in bringing these things forward here, is only to show that a percentage upon the *trade-price* would not be a percentage upon the actual receipts. The receipts, like the expenses, depend upon many things of which the author has no knowledge, over which he can have no control, and into which his publisher will not thank him for enquiring. And if his payment be made to depend upon the return of money received, it will be subject to variations dependent upon things which he does not understand. What he knows, and everybody knows, and what cannot be concealed or altered without notice, is the price at which the book is advertised for sale. A percentage upon that price, payable upon each copy sold, would be the arrangement least open to dispute; and would have the great advantage of leaving the publisher at full liberty to dispose of them all to his various customers on whatever terms he finds most to his own advantage. If he thinks it would be for his advantage to sell any or all of them below the advertised price, let him do so by all means. It is his own concern. His own interest will urge him to sell as many as he can sell at a sufficient

profit, and the more he sells, whatever **the** price be, the better for the author.

That the substance of any bargain which may be agreed upon for the division of profits might be converted into this form without difficulty, I have shown in the foregoing paper by hypothetical cases. But it will be more satisfactory perhaps to take a real case, and show how it might be effected in that, and how it would work. I have here before me a summary of the accounts of two editions of a successful historical work : upon the first of which the author was to receive half the profits ; upon the second two-thirds, subject to a deduction of 5 per cent. upon the sales. The first edition consisted of 1000 copies, of which 947 were sold (or at least accounted for as sold) at trade-sale price, 25 as 24, and the rest given away. The second was in stereotype ; but the number of copies issued was again 1000, of which 735 were in like manner accounted for as sold at the same price, 235 disposed of in a foreign market at a reduction of nearly half, and the rest given away. Upon the first, the author's share of the profits (being half) amounted to £161. 13s. ; upon the second (be-

ing two-thirds) to £117. 8s. 8d. By the second arrangement the author gained about £13 more than he would have had if the first had been continued: and in subsequent issues, as the proceeds bore a larger proportion to the expenses, his proportion of gain would be greater. What the *publisher* really gained by the transaction, it would be impossible to say without overhauling accounts which (as I have been assured by a friend who assures me that he is very conversant with the subject) are so made out that no author could understand them even if he had them to study. To know this, it would be necessary to know how much is set down for printing, for paper, for advertising, etc., more than was really paid; how many copies of the book were sold to subscribers, how many to non-subscribers, how many in lots of 25, how many in smaller numbers; and probably many other particulars, such as lengths of credit, etc., of which I am not aware. For the difference between the real and ostensible payments upon all these items both of expenditure and receipt are in fact deductions made by the publisher from the sum which was to be divided between him-

self and the author, and go to increase his share of the profit and to diminish the author's. This part of the question therefore I omit as inscrutable; and (for the purpose of the argument) assume—what may or may not be true—that for the two first editions of a new book, in which the publisher takes all the risk, and the risk is considerable, the accounts I have before me represent the results of a fair bargain. Let us now enquire whether the same results might not have been ensured in a much simpler and more convenient way as far as the author is concerned, by an agreement that he should receive a percentage upon the retail price of each copy sold.

The retail price was 28s.; the trade-sale price 18s. 8d.* The author's share of the profits derived from the sale of 947 copies, was £161. 13s.: a little more than 12 per cent. 12 per cent. of 28s. is a little more than 3s. 4d. If the publisher had agreed to pay the author 3s. 5d. for each copy sold, he would have had

* 18s. 8d. is to 28s. as 2 to 3—nearly 67 to 100: a proportion lower by 3 per cent. than in the case of my own book. (See above, p. 36.) Whether the difference is any way connected with the difference between a half-profits book and a commission book, I do not know.

to pay him, upon the whole account, £161. 15s. 7d. The result, therefore, would have been the same, within two or three shillings. Nor would there have been any difficulty, on the publisher's part, in determining the proper figure beforehand. He knew (and he only) what the book would cost. He knew (and he only) what each copy would pay. He did not, indeed, know how many copies would be sold: that was his risk. But he knew how much it would yield when all were sold, and that for any part that might remain unsold he would have nothing to pay to the author. Being able, therefore, to calculate what the profits would be on the assumption that the whole edition went off, he could calculate what sum payable upon each copy would amount (upon the same assumption) to the author's share of them.

The bargain for the second edition would not be quite so simple, but it would be not less practicable. The success of the work being established by the rapid sale of the first edition, and the publisher's risk thereby diminished, the author puts in a claim for a larger share of the profits. The publisher agrees to

let him have two-thirds, subject to a deduction of 5 per cent. upon the sales. But as the book is to be stereotyped (which, in the first instance, will increase the expense by a third), and it is thought expedient to encourage a foreign demand by supplying a considerable number of copies at little more than half-price, the profits will be considerably reduced. The difference, however, is easily calculated. The publisher can show that when allowance is made for 235 copies to be sold at 9s. 9d., and 30 to be given away, and for the various discounts allowed to the trade at home, and for his own 5 per cent. on the sales, the author's two-thirds will amount only to £117. 8s. 8d. This is less than 9 per cent. upon the retail price of 970 copies. And it would be found that, in order to translate the substance of the arrangement into the terms of a 'royalty,' it would only be necessary to agree that 1s. 6d. should be paid upon each of the 235 copies that were going abroad, and 2s. 9d. upon as many of the remaining 735 as should be sold at home on the regular terms; the sale of the whole giving the author £118. 13s. 9d.:—the required result within a few shillings.

But, it will be said, if the author is to receive the same sum in the end, where is his advantage in the change? His advantage is this very great one:—*He knows what his bargain really is while there is yet time to consider whether he shall conclude it*: a thing which, on the other system, he does not and cannot know. A publisher agreeing only to pay a proportion of the profits has no occasion to explain to the author beforehand what the profits are likely to be. Rather the contrary. In agreeing to pay a fixed sum for every copy sold, he not only *informs* him what his share of the profits ought to amount to, but ensures it to him for so long as the sale goes on.

The necessity which it imposes of ascertaining and declaring this *beforehand*, I hold to be one of the most important recommendations of this form of bargain. The publisher can always do it, if he will: but the author cannot. It is true that he must still depend for his knowledge upon what the publisher tells him. But if the publisher tells him to expect too much, he has to pay him too much; if he tells him to expect too little, he warns him from a bad bargain. And I suspect that the

cases are many in which a publisher would be unwilling to *predict* the ill-success of an enterprise, while his bargain is to make, though he has no objection to *report* ill-success, after it is concluded. Take, for instance, the book which I have mentioned in the note in p. 10: a book of 488 pages, a full page containing about 300 words; carefully but not expensively printed (in stereotype): no notes: no Greek: no table-work: no maps or illustrations: nothing whatever paid for authorship or editing: price 4s. 6d.: 1000 copies disposed of: 2000 more printed: of these 1500 more sold: and the book reported to be still £120 in debt. Would the publisher in this case have been prepared to say *beforehand* that no profit could be looked for until 3000 copies had been sold? Would the author or editor in that case have undertaken the work upon the condition of dividing profits? Had the bargain been for a royalty upon the sale, the author must either have made a better or known how bad a one he was making.

So in another case, which has been mentioned to me as one which really occurred. A historical work was published at half profits,

price 36s. An édition of 1000 copies was disposed of; and the author's share was only £50. There may, no doubt, have been exceptional conditions in the case, which would explain this result. But they must have been such as could be foreseen. If they were not foreseen, or if (being foreseen) the author was not made aware of them, the bargain was a bad one for him. A new author in a new work must always risk a great deal, if he puts any value on his time and labour; because there must always be a doubt whether the book will sell. But if he could be sure of selling 1000 copies of a 36s. book, one would think he might safely have counted on more than £50 for his share of the proceeds. Now, if the publisher foresaw such a result, and if the bargain had been for a royalty on the sale instead of a share in the profits, he would have been obliged to say that the book could not afford the author more than 1s. for each copy sold: an offer which, if made, would hardly, I think, have been accepted. That no publisher could have been found who would have offered more than 1s. a copy for a book promising a sale of which the gross proceeds, after all deductions

made, could not be much less than £1200, is hard to believe. The author, being warned, would try to find one. And even if he failed to obtain a better offer, he would at least know what he was about, and would be in a much better position than if he had been merely told that the book would probably sell very well, that 1000 copies might be safely sent into the market at as high a price as 36s., and that he should have half the profits.

What proportion of the advertised price of a book the publisher ought to be able to allow the author, is a question which I suppose could not be answered generally. It must be paid of course out of the profits, and the proportion which the profits (as exhibited in the publisher's statement) bear to the advertised price appears to vary indefinitely. In the cases which I have cited—all being cases of large editions sold off—if I take the double of the author's share to represent the total profit, and compare it with the sum which would have been produced if every copy had been sold at the advertised price, I find in one the proportion to be a little more than 24 per cent.; in another a little more than

12½, in a third 5½; in a fourth, nothing at all; and I have here a note of a fifth (which I received from the author himself) in which 1250 copies having been sold at 7s. 6d., the author's half of the profit was £34: which gives about 14½.

That such differences should occur (within certain limits) is not surprising. The price of the book must be fixed with reference not to what it has cost, but to what the purchaser will give. The cost may be increased or diminished indefinitely, according to the care and management used. Advertisements alone may be made to swallow any quantity of the profits; and if it be true, as some people suspect, that "the book" is charged for all advertisements alike at advertisement prices, while a large proportion of them really costs no more than the setting up of the type, it may easily be believed that they will be allowed to swallow a considerable quantity of that part of the profit in which the author shares. The publisher, besides being a bookseller, entitled to the legitimate profits of book-selling, is an extensive advertiser on his own account, entitled to the legitimate profits of advertising.

He, no doubt, could explain the whole matter, and show that all was according to the law and the usage. But look at the list which I have just given. and then say how much an author, when he agrees to let a publisher print and sell 1000 copies of his book, upon a general assurance that it is likely to succeed and that he shall have half the profits, can possibly know of what he is doing.

This is my answer to the objection that the proposed plan would not enable the author to obtain terms substantially better, inasmuch as the publisher, if he chooses to exaggerate the expenses or diminish the receipts, can do it as easily in his estimate at the beginning as in his accounts at the end. The seller of a pig in a poke can ask too much for it when it is out as easily as while it is in; but it has always been thought an advantage to the buyer to have it out.

To another objection which has been suggested, namely that as the author has no means of knowing how many copies have really been *printed*, he cannot know how many have really been *sold*, and that the publisher might print more than the number

agreed upon and sell the overplus on his own account—I can only answer that the thing would no doubt be possible, as any other mode of stealing is; but that such a practice would in one respect materially differ from those for which it would have to be substituted,—it would be *called* stealing.

These cases which I have adduced for illustration are fewer than I could have wished, but they were all I had upon evidence that I could trust; and every author will be able to compare with them the results of his own experience, and see how far they agree, and whether, if they differ, there are any exceptional circumstances to account for it. A comparison of a sufficient number of cases would probably suggest some general standard near enough to serve at least as a starting-point for negotiating.

If I am mistaken in supposing that the matters I have been discussing will be new to many whom they much concern, I am glad to hear it. Those to whom, as to myself, they *are* new will not find them the less worth considering.

The next paper addresses itself to a larger circle; for it deals with questions on which all readers and purchasers of books have as much interest as writers,—perhaps more. Though written more than four years ago, I am not aware that it requires any correction or explanation: unless it be in one passage, where it may perhaps be thought that, under the shelter of the anonymous, I have abused the privilege of illustration in using it to advertise a work which in one sense may be called my own. Upon this I have only to say that my interest in that part of the work which I have spoken of is purely parental. Whatever good it may derive from my advertisement will all go the publishers; and I hope they will accept it as some compensation for the freedom with which I have ventured to criticise the customs of their trade.

PUBLISHERS AND BOOK-BUYERS.

THAT a book cannot be published without a publisher,—which seems at the first glance to be a truism, and will be found on trial to be only too true,—is a fact by no means easy to explain. Without the help of a skilful printer, compositor, reader, paper-maker, and binder, an author would find himself in difficulties. But if the publisher fell asleep immediately after signing the agreement, and did not wake until the bound volume was delivered into his warehouse, every part of the work would be done just as well, and, however his friends might miss him, the book would be unaffected by the accident.

Seeing then that he contributes no skilled labour to the manufacture of the article, it

must be in the distribution that his help is so indispensable. Yet even here it is difficult to see why. Of all the wares that go into the market for sale, there is probably not one which stands so little in need of authentication by the vendor as a new book. Before I buy a coat or a pair of shoes, I want somebody who understands cloth, leather, and workmanship, to tell me whether it *is* what it seems to be,—whether the material is such as will wear, or the stitching such as will hold: and I go to an eminent publisher of coats or shoes.—I say publisher, not author, because I do not know or care who made them, I only want to know whether they are *well* made—whose point of honour it is to put forth nothing which is not good in its kind. In paying a high price for the article, I consider that I am paying, besides what it is really worth, a fee to the publisher for certifying that he has examined and approved it. When I want a book, on the contrary, I require no help of that kind. Whether the thing I see in the shop is the thing I want, I can judge well enough for myself. What it is made of, and what is the value of the workmanship and the material,

I can judge better probably than either publisher or bookseller; and even if I could not, they are the last persons whose opinion I should think of asking or taking. For the discredit of selling a bad book does not affect the good name of either, but falls on the author exclusively. The publisher's business is not to criticise it, but to sell it. His name on the title-page tells me that by undertaking to bring it into the book-market (on what conditions I do not know) he expects in some way or other, and out of somebody or other, to make money; but tells me nothing more. And if he volunteers, through advertisements, reviews, or otherwise, to give me further information, it is either of no value, or of no greater value as coming from him; for as in these matters also he is held to be irresponsible, and may circulate criticism of any quality without damage to his reputation, I know that he will tell me nothing about any book of his but what he supposes may induce me to buy it. As a voucher for the value of the article, therefore, his name is of no use to me. Before you buy a book, it is something to know who printed it,—much to know who wrote it.

But if anybody (not in the trade) asks who publishes it, he means only to ask where it is sold; nor does the question whether he shall order it or not depend in any degree upon the answer.

The service then which the publisher of a book renders to me, the reader or buyer, is not to be compared with that which the coat-publisher renders me when I buy a coat. He did not make the thing: he does not answer for it: his countenance adds no value to it. What is it that he does then? He advertises and supplies it. He brings it to the knowledge and within the reach of those who want it,—contrives that I shall see it in the places I frequent, or hear of it in the publications I read, and be readily supplied if I ask for it.

The value of this service is no doubt in many cases considerable. A thing is never worth so much as at the very time you feel the want of it: and a familiar who, as often as you said to yourself, "I should like to see that book," would bring it and offer to sell it to you, would be cheaply hired with a fee of ten per cent. upon every purchase. But it is only with books of a particular kind—books

calculated for a large circulation through the ordinary channels—that this office is effectually performed by book-publishers. When a book is printed which thousands of people would buy if it were put in their way, the machinery at the command of the great publishing firms makes it practicable, and the profit makes it worth while, to put it in their way. In such cases the intervention of such an agent is obviously expedient for all parties, and I, as one of the thousand, willingly pay my share of the expense. Not so in the case of books that are new in their kind, or out of the common way, or addressed to limited circles: books which are not worth, or are not yet known to be worth, sending on speculation to distant places, or displaying in shops and railway-stalls: books which, even if brought to the door of everybody that was inclined to buy them, would not yield any considerable profit. In such cases it seems to me that the author, the printer, and the retail booksellers should be able among them to provide all needful facilities for the distribution of the book without the intervention of a publisher: and that if each were left free to follow his

proper interest in the matter, they would probably do it better.

For let us consider what facilities are wanted for the production and distribution of a book of this kind. First, a good printer, with all his establishment of compositors, readers, etc. Well: there are plenty of good printers; and if the author can give security for the payment of his bill, why should not any of them be as ready to deal directly and personally with him, as with a publisher, and on the same terms? His money will buy as much. It will be paid much sooner. And the order being by the nature of the case a large one, it should entitle him at once to be treated as a good customer. Next, a good bookseller: a man who keeps a shop in a good position, understands the retail business, and has a good name for supplying books to order with punctuality and promptitude. Well: any man who keeps such a shop should be glad to sell such a book at the usual rate of profit: nor is it less his interest to sell it for the author than for any one else, so long as that profit is secure. Thirdly, good arrangements for making known the existence

and character of the book to those who are likely to care about it. Well: books are made known through advertisements in newspapers and notices in reviews; and books of the kind I am speaking of are looked out for in those quarters by persons interested in the subjects of which they treat. Here, at any rate, the author need seek no help out of himself. What sort of people are likely to take an interest in his book, where they are to be found, in what quarters they are likely to look for intelligence, he can guess as well as a publisher, and will take more pains to learn. For he has an interest of his own, which the publisher cannot share, in bringing it under their notice. Besides wishing to sell his book, he wishes to have it read, and a circulation which does not yield a profit may nevertheless answer his purpose: whereas the publisher, caring only for the profit, which is in such a case too small at best to be worth much in his eyes, and having probably taken good care to secure himself against all risk of actual loss, and having a thousand more important speculations to look after, is not likely to be very zealous as a co-operator; though as long

as the operation is carried on through him he may be potent as a non-conductor. Now any newspaper will print any advertisement which is paid for. The author can draw up an advertisement: and if he pays for the insertion of it himself, though the price may be something more than a publisher would have to pay, I do not think it will be more than he would have to pay his publisher; and even if it were, he would know what he was doing and what he was spending; and that knowledge would be well worth the difference.

In the matter of reviewing also, all arrangements that are fair and honest would be best made by himself. He knows the character of the various critical publications, and their reputation with the classes whom he addresses. He knows, or is more likely than anybody else to know, what particular persons are best qualified to appreciate and report upon his work. Nor does any social etiquette forbid him to force it upon their notice by presenting them with a copy. If a publisher can do more, it is only because, being probably proprietor of one or more of the critical journals, he can corrupt or intimidate the judges, and

procure favourable notices to order: an arrangement to which I, the reader or buyer, have a strong objection; and which the reading public generally should unite to expose, denounce, and make disreputable.

Assuming that we are to proceed honestly, what need have we of any additional machinery? Why should not the author, as soon as his book is printed, go to as many book-sellers as he pleases, and say, "Your business is to sell books: here is one of which I hope to sell three or four hundred copies: and you can have as many as you like to sell for me upon the following terms:—Any one asking for it at your shop to be supplied with it at the price advertised: you to receive a certain percentage upon the price of every copy which you sell: unsold copies to be returned to me as soon as you wish to be rid of them: no abatement to be made to anybody; but all expenses of carriage, agency, or the like, to be borne by the purchaser, and to be matter of arrangement between him and his agent: (for why should we have any mystification about the way in which honest labour is paid? Why not say to the purchaser, 'So much for the

book—so much for my labour in getting it for you’?): myself to be at liberty to make a similar arrangement with any other bookseller on the same conditions.” If the percentage allowed were equal to the profit usually made by the sale of such a book, there could be no good reason why any number of booksellers should not be glad to close with these terms. They advance no money—they incur no risk. Every copy sold brings so much gain to them in the regular course of their business; and if they sell none, the loss is measured by the space of table or shelf which they have invested in the enterprise—or rather by the profit they might have made during the same time by a more judicious investment of it.

Having concluded this arrangement, the author might then proceed to advertise his book, as sold at such shops for such a price; thereby informing everybody who cares to know that he can have it at any of those places for the price named: and leaving him to get it in whatever way he finds most convenient,—by post, by messenger, or through bookseller.

This I believe to be a correct description of

the practice in Utopia, where every writer desires first to make his book as good as he can; next to make known as well as he can what are its just claims to attention; thirdly to make it easily procurable by all who want it; fourthly to arrange it so that each may take as much as possible of what he does want with as little as possible of what he does not want; and fifthly to contrive that every man's share in the labour necessary to bring all this about may be understood, valued, and paid for at its true worth. And it is found, as might have been expected, that the system answers equally well for all parties—for the readers, for the writers, for the printers, for the book-sellers, for the book-post office, and for the messengers.

In England, however,—for reasons best known in Paternoster Row and not communicable to the public—a publisher appears, as I said, to be indispensable. And since whatever we, the readers and buyers, want, must come through him and be subject to the conditions which he imposes, it is important for us to come to some understanding with him as to what we do want. I am not going to propose

that either party should make any sacrifice for the benefit of the other. We buy his books, not for love to him, but because we want the books; he sells them, not for love to us, but because he wants the money. And this is the proper relation between us. But that he should be made to understand what we like and what we dislike, is for the interest of us both; for ours, that we may get the things we want,—for his, that we may want more of them.

Now if there is one thing more disliked than another by a man who wants a book for the purpose of reading in it, it is a volume which can neither be held in the hand nor made to lie open on a table. And yet this is the form which our modern publishers more and more affect. Volumes seem to grow thicker every year; and as they grow thicker the inner margin grows more scanty, and the binding either stiffer or more insecure. I will not ask the reader to repeat all that he has said to himself on this subject within the last ten days; it might not be conducive to morality; but I ask him to think of it, and say why he submits without a struggle. It is true that the

book can be produced in this way at a little less cost; for something is saved in paper, presswork, and binding. But so he might have his clothes made at less cost if he allowed them to be made too small. In books which are used only or chiefly for purposes of reference, such economy is indeed rational: for there compactness is a convenience and a comfort: but in books which we want to read it is a saving in the price dearly purchased by the sacrifice of all comfort in the use. And yet we must make up our minds to this—that as long as we consent to buy such books, and make our remarks in private, we shall have no other choice. The publisher does not hear our imprecations; and if he did they would only remind him that we had bought his book. Of the more prudent among us who, looking at the result of former purchases of the same kind,—(volumes which for no fault but corpulency, plethora, and unwieldiness, are condemned to stand on the shelf unvisited, gathering dust, and yielding no increase)—have resolved to buy no more such, he knows nothing: they are only so many birds in the bush. The reader who sits at home, breaking the

back of his new purchase, and wishing evil to overtake the binder, is a bird in hand. The author,—whose paternal affection follows the fortune of his offspring beyond the counter,—does indeed hear something of what is said and see something of what happens. But what can he do? He has been assured by those who ought to know best, that such is the shape in which his book must be published in order that it may pay, and he cannot criticise the financial argument, because he is not allowed to see the details of expenditure and receipt.

That all the hours we spend over a book which is worth reading should be hours of physical discomfort, is not a small evil. But in this case we do get something in return. A certain saving is effected, in which we have some share. If we do not get it dressed as we like, we have less to pay for it. But there is another favourite policy on the part of the publishers, by which, while it is at least doubtful whether they gain, it is certain that we are altogether losers: I mean the practice of issuing voluminous and expensive works under such conditions that we must either buy all or load our shelves with odd volumes and incomplete sets.

In some cases, no doubt, this is unavoidable. In dictionaries and encyclopædias, for instance, and generally in works that are arranged alphabetically, no part can be offered as complete until the whole is finished. In order of matter A will often stand next to Z, while in order of publication one must come in the first volume and the other in the last. But most other books admit easily of such separation into parts that each volume may form a complete thing by itself, and yet all the volumes when ranged side by side may form a complete whole. In collections of *opera omnia* consisting of many unconnected works, such separation might always be contrived. And even in works that are written to be read consecutively, and of which every part has more or less of connexion with every other, such as large histories, there cannot be much difficulty in so arranging the volumes that each shall be complete for the division of time or subject which it embraces. And it would be an arrangement apparently for everybody's advantage. For us the buyers it would be a very great boon to be able to buy the parts we want to have by us for constant use, unincumbered with those

which we only want to look at occasionally. For the writer or editor it would be an advantage beyond calculation to have always a certain end within reach, which being reached he can feel that something is *done*; instead of binding himself to a task of which he cannot know the extent, and of which, unless all be completed, his labour is all thrown away. But above both these, would be the advantage to Literature itself. For a very long work almost always languishes towards the end; the original author growing weary, or abandoning and leaving it to a "continuator," who is commonly a hack. Now where each volume is a thing accomplished and complete, a successful publication acts upon the writer as an encouragement to start again with fresh spirit. While he looks on it merely as part of a long task, which he cannot leave because he has engaged himself to go through, it acts rather in the way of depression: he proceeds without alacrity, and how can he do his work well?

That writers or editors would find any difficulty in managing their volumes, title-pages, letterings, and advertisements, so as to admit of this arrangement, I cannot believe.

The only difficulty would be to convince the publisher that it is for *his* interest also ; and though I believe it to be the fact, it may be that without some demonstration from us the buyers he will not easily be induced to think so. For the truth is that an imposing announcement of a work on a great scale and complete in all its parts takes in many inexperienced and indiscreet persons, and they order their bookseller in general terms to get it for them. This order, given through faith in the advertisement, is understood to comprise the entire series of volumes as yet unhatched : therefore the larger the plan of the work and the more comprehensive the title-page of volume I., the larger the order. If you vary the title (and according to my plan each volume would have its own—the super-addition of the general title being reserved till the end) the bookseller will not consider the new volume as bespoke ; and so subscribers will be lost. For of course there are many who will go on buying a work they have begun with, though not disposed to buy a fresh one of the same kind by the same hand : who will take, for example, “ volume VI. of

the History of England," but might decline a "History of the reign of Edward VI," though it is the same book. Against the inexperienced and indiscreet subscribers however who would thus be lost, we must set off the experienced and discreet persons, not subscribers, who if you offer them a whole book which they wish to read, will buy it at once ; if you offer them half a book, will wait for the other half, and before the other half appears will have survived or otherwise satisfied their curiosity, and cease to wish for any of it. To these again we must add such as would readily buy one or two of the volumes, —which they want—but object to buy half-a-dozen more which they do not want, in order that they may have these. Now the publisher can partly judge how many subscribers he keeps by the conditions imposed ; but has no means of knowing how many purchasers he loses by the same. I suspect that the balance is very much against him. It is not however a question which I am concerned to investigate. I speak on behalf of the buyers ; and I say that if the present system has the effect of engaging people to go on buying

when they had rather stop, it is a bad system for them, and they ought to unite in suppressing it. And the way to suppress it is to do as I have always done: buy the volumes as they come out, if you wish for them, but beware of subscribing to the set. There is no danger of your not being able to get the rest when they appear; and there is much danger of their not being worth getting. Let this rule be generally acted on, and publishers will find it for their interest to put forth each of their books in the form and under the conditions most convenient for most people whom it concerns: which is the best condition of the book-trade.

If a case in illustration be asked for, I cannot invent a better than that of the work which has in fact suggested these remarks. About 16 years ago, a new edition of the entire works of Francis Bacon was announced as in preparation,*—a new edition on a new

* This paper was written in 1862, and as it was meant to be printed without my name, I was obliged to dissemble the fact that the work in question was one for which I was myself in so great part responsible. But as I had no control over the publishing arrangements, nor any pecuniary interest in the sale, and was myself

plan. The works were to be arranged in three separate divisions. Each division was to have a separate editor, and was to be complete in itself. The philosophical writings, which formed the largest and most important of these divisions, and which, though often reprinted, could hardly be said to have been *edited* at all, were to be undertaken by a gentleman who, though young, was well known to everybody at Cambridge as uniting a greater variety of qualifications for the task than perhaps ever met before in one man:—an intellect of the very highest order,—subtle, exact, capacious, swift, discursive, sublime; well trained and perfectly tested by the severe discipline of the highest course of Cambridge scientific study: stimulated by an insatiable appetite for knowledge of all kinds, aided by an extraordinary sagacity in seeking, facility in apprehending, judgment in assimilating and digesting, tenacity in retaining, and rapidity in recollecting; a learned acquaint-

a considerable purchaser for the purposes here described, I thought I had a right to assume the position of an impartial critic; and the rest of the article will be found to require no further correction.—J. S.

ance with the condition of science as well before Bacon's time as since, and with languages and literatures ancient and modern; industry the most unwearied, fidelity the most scrupulous; a fine taste; a lively, playful, and graceful fancy; and a standard of moral judgment the loftiest, the most delicate, the most uncompromising. An edition of Bacon's philosophical writings by such a man could hardly fail to be interesting to all who care about the Baconian philosophy. Another division of his works,—inferior no doubt both in bulk and value, and very inferior in reputation, yet representing all that remains of a great deal of Baconian industry, and still more in need of a competent editor,—I mean the Legal Works,—was to be undertaken by another gentleman whose abilities had been trained and tested in the same school, and who was noted in his day as having never but once gone into an examination without intending to be first, nor ever but that once come out of an examination other than first;—a man therefore not likely to do ill anything which he chose to take in hand. The rest, consisting for the most part of matter

biographical or historical, and requiring zeal and patience in pursuit, with leisure and good intention, rather than any special intellectual gifts or acquired accomplishments, were to be undertaken by a third, who was understood to have devoted a great deal of time to the subject and to have discovered in the course of his enquiries matter to the purpose not known before.

Here then was a project of an edition, divided into portions, much in the manner I have suggested ; each portion having its own separate claims to attention, and inviting for the most part a separate class of readers. And having been myself a student of Bacon from early years, and found or fancied the study salutary,—as that of a writer always honest and industrious, and generally skilful, in whatever he attempted, I hoped, by the help of an edition got up upon this plan, to induce many to make his acquaintance ;—for so I could suit the dish to the palate—the seed to the soil. I did not know many persons who were likely to care as much as I did for anything and everything of his workmanship. But I knew many who were likely to

care for one thing or another. I knew students of science to whom his ideas and endeavours in natural philosophy,—metaphysicians to whom his speculations on the human understanding,—men of letters to whom his general sketches and surveys of human learning,—students of history to whom his political and historical writings,—students of humanity to whom his personal character, history, and career,—were likely to prove severally interesting. Several parts judiciously distributed to several persons promised to yield a large increase without waste. Each complete set of the works should have supplied seven or eight people with something to their taste, and might have excited in each an appetite for something more.

When however the first volume made its appearance at last, as volume I. not of the "*Philosophical Works*," but of the "*Works*,"—it became evident that the proposed distribution could not be contrived except by making presents of odd volumes and imperfect sets, which people do not like; and the consequence was that instead of inviting many to a feast in which each would have enough, I was

obliged to invite a few to one in which each had a good deal too much. Nor was the change accounted for by any alteration in the editorial arrangements. For though some deviation from the original plan had become inevitable, owing to the loss of Mr. Ellis before his part of the work was completed—a loss which could not be supplied—there could be no reason why that portion which derived its distinctive value from what remained of his labour should not have been kept separate and produced by itself. And so also of the work of the two other editors, and of the translators. This would have given at least four perfectly separable parts: and if the principle had been carried further, and the seven inconveniently thick volumes which include the first three of the divisions originally announced,—the Philosophical, the Literary, and the Professional writings—had been divided into twelve separate and independent volumes, each having its own title and index, the use I could have made of each set—(and the use I proposed to make of them fairly represents their value to the general body of readers)—would have been multiplied ten or twelve fold.

I see by some recent advertisements that the error has now been partially corrected, and that the first five and the last two volumes are now offered for sale separately. So far so good. But the arrangement comes too late for me to avail myself of it; and even now the pieces are unnecessarily large and the volumes unjustifiably thick. Here is volume I., containing 868 pages,—with an inner margin for the binder of not more than three-quarters of an inch! Is there a reader who can handle it with any comfort? Athletes have not leisure to read such books; and the wrists of any but an athlete are too weak to hold them up. The second is less intolerable by about a fifth: but 692 pages make a volume which ought not to be endured. The third swells again nearly to the dimensions of the first. The translations had the good luck to be too much for one, and not enough for two: so here we have two of a (comparatively) rational size. But the sixth swells again to nearly 700 pages; and the seventh to more than 800. And in order to bring this great inconvenience about, works which have no connexion with each other except that they are by the same

hand are bound up inextricably together; which is itself a second inconvenience, and has the effect of considerably diminishing the value of the works themselves—supposing always that their value consists in being read. With books which are bought only to be possessed, or looked at, the case is indeed different; and if it be really for the interest of the seller to put them forth in this shape, the true explanation of the fact must be that the *readers* form an insignificant minority of the *buyers*; and that the buyers will as a general rule rather give 18 shillings for one volume which cannot be read with comfort than 20 shillings for two which can. In which case I fear we shall hardly be able to help ourselves: for the publishers will naturally attend to the wants of the majority, and authors and editors will be overruled by their publishers. Of the fact however I am not yet satisfied. There is certainly a considerable demand for books which are wanted for the purpose of being read—witness the subscribers to Mudie and other circulating libraries of that class: and it may be that we are more in number than the publishers imagine; only we bear our

grievs so silently that they have not heard of us. If we make a demonstration, we may perhaps convince them that they are their own enemies as well as ours. And to show how much we are really interested in the matter, let us run our eye through the inside of these seven volumes, and observe how much larger a choice we should have had,—how many eligible purchases would have been brought within our reach,—if they had been kept within convenient dimensions and each had been left to stand upon its own merits,—upon the substantive value of its own contents,—without any other attraction.

The first half of the first volume contains the history and plan of the proposed edition; Dr. Rawley's Memoir of Bacon's Life; Mr. Ellis's General Disquisition on the Baconian Philosophy; the 'Novum Organum;' and 'Parasceve;' with his prefaces and notes;—a volume of 452 pages. If this had been issued by itself, it would surely have been well worth its price, whether followed or not by the volumes which were intended to succeed in order. It would not have been the less fitted for its place in the complete edition, whenever

the edition should be complete: in the mean time,—which might be a very long time,—it would have been itself a complete work as it stood; and this I hold to be a clear addition to its value, without any draw-back.

The remainder of that volume contains the ‘*De Augmentis Scientiarum*,’ filling 409 pages: the largest and most complete of all Bacon’s works; quite independent of the others: differing from them in object, occasion, scope, and method of treatment; embracing the whole circle of his knowledge; and now largely illustrated throughout with Mr. Ellis’s notes—notes in a style of criticism which no one before had ever thought of applying to Bacon. Who can say that this is not a book fit to go into the market alone?

Next come several treatises of a different character; valuable, but valuable in another way, and to another class of students: philosophical speculations which philosophy has passed by, and upon better advice discarded; interesting to the historian of science and the biographer of the man, but no longer of any scientific value in themselves—‘*Historia Ven-*

torum,' 'Historia Vitæ et Mortis,' 'Historia Densi et Rari,' etc.

Then follows the 'Sylva Sylvarum:' a work of similar character, but written in English: the most popular in its day of all Bacon's writings; and though no longer valuable as a collection of facts in nature, still an amusing book to read, one of the richest storehouses of our mother-tongue, and having the same kind of historical value as the other "histories," with which it is to be classed.

These again would form two separate volumes, each of more than 300 pages; both indispensable to a complete collection of Bacon's works; both historically important; both most interesting to all who are curious about the Baconian Philosophy, but of very little interest to many who would find a great deal of interest in the others. And if the publishers object that there would not be a large demand for these if issued separately, what answer shall we, the buyers, make? Surely we will say, 'So much the more reason then that they *should* be issued separately. The objection implies that there are many of us who want the others and do not want

these. By all means therefore let us have the others without them.'

A fifth volume—rather too thick perhaps for comfortable handling, being nearly 500 pages, but not so thick as the thinnest of the present set, and quite light in hand as volumes go now-a-days—would include (along with some minor philosophical pieces in Latin, still interesting to studious investigators of Bacon's character and position as a philosopher) two English works sufficient in themselves to give popular attraction to any single volume of convenient size which contains them. The 'New Atlantis,' perhaps the most beautiful of his works, and the 'Advancement of Learning,' now, next to the Essays, the most popular.

The remainder of the philosophical works would form another volume, which would again have attractions of its own different from any of those preceding; consisting as it does of what Lord Macaulay called "the scattered leaves out of which the great oracular volume was made up"—first sketches, discarded beginnings, *tentamenta* of all kinds: many of them among the most perfect specimens of

Bacon's genius and eloquence, and full of interest to those who are inquisitive as to his personal history, aspirations, and objects, and the growth and developement of his ideas. These are almost all in Latin, and chiefly fragmentary. Under a suitable title, which might easily be devised, they would form a volume sufficiently valuable by itself; while to those who had possessed themselves of the five others it would have a separate value, as making their edition of the philosophical works complete.

All the reasons which recommend separation in the case of these six volumes, apply still more strongly to the case of the English translations. These are not wanted to make the edition complete. Of those who want the complete edition and can make a rational use of it, few want them at all. What pretence then is there for so binding them up with the originals that they must be sold or stand unsold together? When a book which is chiefly English contains a few pieces in Latin, it is well to append translations of them for the use of those who require that help. But the purchaser of a book which is almost all in

Latin may be presumed to be able to read Latin. Dryden's translation of Virgil is a valuable book to many English readers; but an edition of Virgil is not thought incomplete without Dryden's translation. Why may not those of us who want to study Bacon have our choice—the original without the translation, the translation without the original, or both? Offer these two volumes of translations for sale by themselves, and they will do well enough as they are.

A ninth volume of 364 pages would contain all Bacon's historical works. A tenth, of 400, would include the Essays and the *De Sapientia Veterum*; an eleventh, of about 300, the remainder of the Literary works; and a twelfth, of 480, all the Professional.

Now I submit that if these twelve volumes had been set out in uniform size, type, and binding; with the name BACON, and the principal contents of each, lettered on the back; they would have formed quite as complete an edition of the Philosophical, Literary, and Professional works, as they do now; everybody who wanted such an edition would have wanted them *all* just as much as now: those who

wanted some, but not all, would have bought those they wanted; the volumes would have been every one of a convenient size: and no purchaser would have had a right to complain that he had not received what he bargained for.

A similar analysis of other works of the kind would probably exhibit a similar result. But this, which I happen to be best acquainted with, and which I have purchased my right to criticise, is enough by way of illustration.

There are other publishing practices of which readers and buyers may not unreasonably complain;—such, for instance, as that unseemly device of sticking sheets of advertisements upon the inside of the cloth binding; advertisements, not of kindred books, not of books by the same author or bearing upon the same argument—but utterly alien; having nothing in common with the book which they disfigure except the name of the publisher. What right has a publisher to make us his advertising mediums? I bought not long ago Max Müller's 'Lectures on the Science of Language,' and the first thing I saw on opening it was 'List of Works by Lord

Macaulay.' I bought the 'History, Opinions, etc., of Isaac Bickerstaff,' and I found 'Mr. Merivale's work on Colonization' at one end, and 'Maunder's Popular Treasuries' at the other. Open Sir James Stephen's 'Lectures on the History of France,' and you find an advertisement of 'Lardner's Cabinet Cyclopædia.' Open Bacon's Philosophical Works,—and the most conspicuous page you see is inscribed 'Modern Cookery for Private Families.' Try his Literary and Professional Works, and you find in letters not less pre-eminently conspicuous, 'Moore's Irish Melodies' and 'Moore's National Airs.' Nor are these merely bound up with the volume, so as to admit of being torn out, but pasted on the inside of the cover and made part of it, quite as much as the lettering on the back. An uglier practice was never devised; and if appearance is worth anything, the article is worth so much less to the purchaser; and the Publisher, for whose sole benefit the disfigurement is introduced, ought to make a corresponding abatement in the price,—remembering to charge the difference to his own side of the account, and not divide it with the author.

These however are comparatively small matters, into which I will not at present enter further. The growing corpulence of volumes —(the four volumes of Lord Macaulay's History grew gradually from 600 to 800 pages, and Sir Archibald Alison has passed 900)—and the practice of saddling purchasers with such large families of them, are enough to begin with. If the majority of readers are content to be so treated, I have nothing more to say. I can break my own books into convenient sizes for myself, and I have no objection to odd volumes and imperfect sets. But if other readers feel the inconvenience and desire to be relieved from it, they must join me in making their feelings known.

THE END.

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